



# STAFF REPORT

Meeting Date: January 28, 2014

Agenda Item # 8E

**Agency:** City of Belmont

**Staff Contact:** Captain Patrick Halleran, Police Department, 650-595-7430, path@belmont.gov

**Agenda Title:** Resolution of the City Council of the City of Belmont authorizing the Mayor to execute an Amended Joint Powers Authority Agreement with the San Mateo County Office of Emergency Services Organization

**Agenda Action:** Resolution

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## **Recommendation**

Staff recommends that the City Council authorize the Mayor to execute an amended Joint Powers Authority Agreement with the San Mateo County Office of Emergency Services Organization.

## **Background**

The most recent version of the Joint Powers Authority agreement (JPA) was entered into in 1997. In January 2013, the Emergency Services Council (ESC) directed staff to review and revise the JPA. This was needed due to changes in the Homeland Security and Emergency Services field that occurred since 2001, and the agreement that governs how San Mateo County provides Emergency Services needed to reflect current laws, rules, directives, orders and trends. The ESC does not want the budget process or the funding formula to be revised at this time, thus no changes to that portion of the JPA have been made. The revised JPA has been updated to reflect the current relationships between the County of San Mateo and the participating cities/towns and other partners. This approach will provide a clear understanding of the mission of the ESC and the Emergency Managers/Coordinators within the County, cities/towns and other participating partner agencies/jurisdictions.

## **Analysis**

Multi-agency and multi-jurisdictional responses to emergencies in California are required by the California Emergency Services Act (ESA) to use the Standardized Emergency Management System (SEMS). In addition, local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

Local government is one of the five response levels within the Standardized Emergency Management System. The basic role of a local government is to manage and coordinate the overall emergency response and recovery activities within its jurisdiction. The next level is the Operational Area, which consists of a county and all political subdivisions within the county boundary.

Over 30 years ago, San Mateo County cities and towns, and the County of San Mateo decided to manage the San Mateo County Operational Area (SMCOA) through a Joint Powers Agreement (JPA) that established the San Mateo Operational Area Emergency Services Organization and outlined the operational structure of and funding formula for the SMCOA. The SMCOA is governed by the Emergency Services Council (ESC), which is made up of one representative from each City/Town Council and one representative from the County Board of Supervisors.

In January 2013, at the direction of the ESC, a working group made up of emergency management professionals from multiple agencies within San Mateo County was formed and met several times over the past six months to draft a new JPA Agreement. The focus of the group was to:

- Modernize the agreement to include relevant language and address the issue of compliance with the Standardized Emergency Management System (SEMS, California) and the National Incident Management Systems (NIMS), which was agreed to by the County and all participating cities.
- Outline the over-arching responsibilities for the ESC and define the roles of the participants.

During the review and revision process, it was determined that:

- The original JPA document is not on file with the California Secretary of State, which is required under the Government Code.
- No Conflict of Interest Code has been adopted by the Authority and no Form 700s have been filed by Authority members representing their position on this particular Board.

Substantive Changes to the JPA Agreement include:

- The document has been revised in a format that is consistent with other Joint Powers Agreements.
- Recitals have been added to provide clear explanation of the mission of the ESC.
- Definitions have been updated to reflect current language used in the provision of emergency services and homeland security prevention, protection, response and recovery.
- Minimum recommended training requirements for Authority members have been added to include ICS 100, 700 and 402, which will ensure an understanding of the NIMS compliance obligations as well as provide a background in basic emergency management.
- Specific responsibilities of the Council have been added to include designation of a person or persons to participate in the Emergency Services Association meetings and activities (staff level participant)
- Non-voting member participants have been updated to include representatives from:
  - American Red Cross
  - San Mateo County Police and Fire Chiefs Association
  - Water Districts
  - Sanitary Districts
  - Harbor Districts
  - Port Authority
  - Transit Districts
  - Pacific Gas and Electric Company
  - San Mateo County Office of Education
  - Hospital Consortium
- The Advisory Committee has been expanded to include a Board Member from the Emergency Managers Association to allow for coordination and collaboration with the operations and planning staff.
- The Director of Emergency Services role has been re-defined to include the role of Grant Program Administrator in addition to the previous responsibilities.

- A general provisions section has been added to further define the purpose and member/partner participation of the Authority
- Emergency Preparedness and planning metrics have been added to the agreement to provide defined common preparedness responsibilities for all jurisdictions.
- Basic training and exercise requirements have been included to provide guidance to ensure NIMS compliance for all participants.
- A section has been added to provide specific explanation of the expectation of participation by cities, as well as consequences for non-participation.
- The responsibilities of both local coordinators (city/jurisdiction staff) and Op Area coordinators (County staff) have been spelled out.
- More detail has been added regarding the financial obligation should a member withdraw.
- Regular review and revision dates have been included to ensure compliance with established guidelines such as NIMS.

The draft document was presented to the County Police Chiefs, Fire Chiefs and City/Town Managers and legal counsel as appropriate, as well as the County Emergency Managers Association. The Conflict of Interest Code was reviewed by the County Counsel. All feedback received was incorporated into the final agreement.

#### **Alternatives**

1. Provide Alternate Direction.
2. Take No Action.

#### **Attachments**

- A. Resolution
- B. Updated JPA Document

#### **Fiscal Impact**

- ☐ No Impact/Not Applicable
- ☒ Funding Source Confirmed: BPFD Acct# 2232-115-8351

#### **Source:**

- ☐ Council
- ☒ Staff
- ☐ Citizen Initiated
- ☐ Other\*

#### **Purpose:**

- ☐ Statutory/Contractual Requirement
- ☐ Council Vision/Priority
- ☒ Discretionary Action
- ☐ Plan Implementation\*

#### **Public Outreach:**

- ☒ Posting of Agenda
- ☐ Other\*

## **RESOLUTION NO. 2014-**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED JOINT POWERS AUTHORITY AGREEMENT WITH THE SAN MATEO COUNTY OFFICE OF EMERGENCY SERVICES ORGANIZATION**

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WHEREAS, the most recent version of the San Mateo County Office of Emergency Service Organization Joint Powers Authority agreement (JPA) was entered into in 1997; and,

WHEREAS, in January 2013, the Emergency Services Council (ESC) directed staff to review and revise the JPA. This was needed due to changes in the Homeland Security and Emergency Services field that occurred since 2001, and the agreement that governs how San Mateo County provides Emergency Services needed to reflect current laws, rules, directives, orders and trends; and,

WHEREAS, a working group made up of emergency management professionals from multiple agencies within San Mateo County was formed and drafted a new JPA Agreement.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

The Mayor of the City of Belmont is authorized to execute an Amended Joint Powers Authority Agreement with the San Mateo County Office of Emergency Services Organization.

\* \* \*

ADOPTED January 28, 2014, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **ATTACHMENT "B"**

### **First Amended Joint Exercise of Powers Agreement San Mateo Operational Area Emergency Services Organization**

This Agreement which supersedes in its entirety the San Mateo County Operational Area Joint Powers Agreement as revised on the 3<sup>rd</sup> day of April, 1997, which established the San Mateo Operational Area Emergency Services Organization, pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, 6500 *et seq.* of the California Govt. Code), is by and between the County of San Mateo and those cities and towns within the County of San Mateo and other identified partners who become signatories to this agreement, and relates to the joint exercise of powers among the signatories hereto.

### **RECITALS**

**Whereas** the Members want to establish a unified emergency services organization; and,

**Whereas** the Members agree that the purpose of this organization will be to operate pursuant to Presidential Directive 5, the National Response Framework, National Incident Management System (NIMS), Presidential Directive 8, the National Preparedness Goal and California's Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans and Annexes; and,

**Whereas** the Members agree that the participants within this organization will include all local governments within the geographic area of the County, special districts, unincorporated areas, and participating non-governmental entities; and,

**Whereas** the Members agree that the collective goal is to provide coordinated plans for the protection of persons and property based on the four phases of emergency management, prevention, protection, response, and recovery; and,

**Whereas** the Members agree to provide support for certain communications systems, to include the Regional Public Alerting and Notification Systems, such as SMC Alert and TENS, as well as other Situational Awareness Tools; and

**Whereas** the Members are committed to cooperatively addressing the challenges of sustaining and managing a hazardous materials emergency response program; and,

**Whereas** the Members have the authority to enter into this Agreement under the Joint Exercise of Powers Act, California Government Code Section 6500 *et seq.* (the "Act").

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, the Members agree as follows:

### **Article I - GENERAL PROVISIONS**

#### **1.01 Purpose.**

This Agreement creates an entity to exercise the powers shared in common by its Members to engage in local and regional cooperative planning, coordination and delivery of services. As part of this Agreement purpose, Members seek to meet or enhance the current Emergency Response Planning and Management Capabilities within the Operational Area. Further, Members seek to support existing

regional Public Information and Notification systems, and to continue to support the regional hazardous materials emergency response program. Such purposes are to be accomplished and the Members' common powers exercised as set forth in this Agreement.

### **1.02 Creation of Authority.**

Pursuant to the Joint Exercise of Powers Act, the Members hereby create a public entity to be known as the "San Mateo Operational Area Emergency Services Authority" (the "Authority"). The Authority shall be a public entity separate and apart from the Members. The geographic jurisdiction of the Authority is all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

### **1.03 Membership in the Authority.**

Membership in the Authority is limited to public entities, as defined by the Joint Exercise of Powers Act, located or operating in San Mateo County that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Authority (including, but not limited to financial, personnel, equipment, or other resources), as approved by the Council

**1.04 Participating Members/Partners in the Authority.** Participation in the Authority is to ensure cooperative emergency planning and response, all participating members and partners are expected to attend all regular and special meetings of the Area Emergency Services Council, agree to active participation by their jurisdictions in the development of plans and training programs, drills, exercises and training opportunities, and otherwise assist in supporting the implementation of this agreement. Each member jurisdiction shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in San Mateo County Emergency Managers Association Meetings and all other activities. Should the identified Coordinator change at any time during the year, the member jurisdiction shall notify the Director of Emergency Services within 30 days. If a member jurisdiction participates in a protection district contract relationship for the provision of emergency services, they are still required to name a local coordinator who will assure the continuity of communication between the member agency, the County Office of Emergency Services and the Emergency Services Council.

## **Article II - COMMON TERMINOLOGY**

**2.1 All-Hazards:** "Grouping classification encompassing all conditions, environmental or manmade, that have the potential to cause injury, or death; damage to or loss of equipment, infrastructure services, or property; or alternately causing functional degradation to societal, economic or environmental aspects. Annotation: All hazards preparedness ensures that if a disaster occurs, people are ready to get through it safely, and respond to it effectively. FEMA began development of an Integrated Emergency Management System with an all-hazards approach that included 'direction, control and warning systems which are common to the full range of emergencies from small isolated events to the ultimate emergency – war.'" (DHS, *Lexicon*, October 23, 2007, p. 1)

**2.2 Catastrophe:** An event in which a society incurs, or is threatened to incur, such losses to persons and/or property that the entire society is affected and extraordinary resources and skills are required, some of which must come from other nations.

**2.3 Community Emergency Response Team (CERT):** "Community Emergency Response Team" (CERT) training is one way for citizens to prepare for an emergency. CERT training is designed to prepare people to help themselves, their families and their neighbors in the event of a catastrophic

disaster. Because emergency services personnel may not be able to help everyone immediately, residents can make a difference by using the training obtained in the CERT course to save lives and protect property.” (DHS, *National Response Framework* (Comment Draft). DHS, September 10, 2007, p. 18)

**2.4 Command:** “Command comprises the IC [Incident Commander] and the Command Staff. Command staff positions are established to assign responsibility for key activities not specifically identified in the General Staff functional elements. These positions may include the Public Information Officer (PIO), Safety Officer (SO), and Liaison Officer (LNO), in addition to various others, as required and assigned by the IC.” (DHS, *NIMS*, 2004, p. 13)

**2.5 Emergency:** Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.

**2.6 Emergency Management:** As subset of incident management, the coordination and integration of all activities necessary to build, sustain and improve the capability to prepare for, protect against, respond to, recover from or mitigate against threatened or actual natural disasters, acts of terrorism or other manmade disasters.

**2.7 Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement and medical services), by jurisdiction (e.g., federal, state, regional, tribal, city, county) or some combination thereof.

**2.8 Incident:** An occurrence or event, natural or manmade, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies and other occurrences requiring an emergency response.

**2.9 Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is a management system designed to enable effective incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**2.10 Local Emergency:** The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within territorial limits of a county, city and county, or city caused by such conditions as fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, tsunami or other conditions which are likely to be beyond the control of the services, personnel, equipment and facilities of that local political subdivision to combat.

**2.11 Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107-296, 116 Stat. 2135 (2002).

**2.12 Mitigation:** Activities providing a critical foundation in the effort to reduce the loss of life and property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

**2.13 National Incident Management System (NIMS):** System that provides a proactive approach guiding government agencies at all levels, the private sector and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, in order to reduce the loss of life or property and harm to the environment.

**2.14 National Response Framework:** This document establishes a comprehensive, national, all-hazards approach to domestic incident response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.

**2.15 Operational Area:** An intermediate level of the state emergency services organization, consisting of the County and all political subdivisions within the county area. In a state of emergency, the operational area shall serve as a link in the system of communications and coordination between the political subdivisions comprising the operational area and the Regional or State Emergency Operations Center.

**2.16 Preparedness:** Actions that involve a combination of planning, resources, training, exercising and organizing to build, sustain and improve operational capabilities. Preparedness is the process of identifying the personnel, training and equipment needed for a wide range of potential incidents and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

**2.17 Recovery:** The development, coordination and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment



of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting and development of initiatives to mitigate the effects of future incidents.

**2.18 Resources:** Personnel and major items of equipment, supplies and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the National Incident Management System, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an emergency operations center.

**2.19 Response:** Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

**2.20 Standardized Emergency Management System:** The Standardized Emergency Management System (SEMS) is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements.

SEMS incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the Operational (OA) Area concept and multiagency or inter-agency coordination. State agencies are required to use SEMS and local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

## **Article III - AUTHORITY OF MEMBERS**

### **3.01 Composition of the Council**

The Authority shall be administered by the Emergency Services Council (the "Council") consisting of the following:

- a) A member of the San Mateo County Board of Supervisors, who shall be designated by the Supervisors.
- b) The Mayor of each City or, in the case of his/her inability to attend, an alternate may be selected by the City from the City Council to represent the jurisdiction.
- c) The Chair of the Emergency Services Council shall be the representative from the Board of Supervisors unless a majority of the Council vote to select another of their members to be the chair and an alternate vice-chair shall be selected by the Council by the membership.

### **3.02 Minimum Recommended Training Requirements**

To ensure NIMS Compliance among the Authority the following training curriculum is being proposed.

- a) ICS-100: Introduction to ICS or equivalent
- b) FEMA IS 700.a: NIMS An Introduction
- c) ICS-402: Incident Command System (ICS) Overview for Executives/Senior Officials(G402)

### **3.03 General Purpose of the Joint Powers Authority.**

The general purpose of the Authority is to:

- a) Provide structure for administrative and fiscal oversight;
- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all Committee activities.

### **3.04 Specific Responsibilities of the Authority.**

The specific responsibilities of the Authority shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, Emergency Plans, programs and agreements, in addition to the basic agreements as determined necessary to carry out the purpose of the Emergency Services Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Emergency Services Organization. Upon review and approval of the annual budget by the Authority, each member shall recommend the budget to the governing body of the county and each of the cities for the purpose of securing from each of the appropriations in accord with each party's identified allocation.

### **3.05 Meetings of the Authority.**

- a) Regular Meetings. The Authority shall approve a schedule for its regular meetings provided, however, that the Authority shall hold at least one regular meeting quarterly. The Authority shall fix the date, hour and location of regular meetings by resolution and the Secretary shall transmit a copy of the resolution to each Member.
- b) Special Meetings. Special meetings of the Authority may be called by the Chair.
- c) Call, Notice and Conduct of Meetings. All meetings of the Authority, including without limitation, regular, adjourned regular and special meetings, shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 *et seq.* As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member.

### **3.06 Minutes.**

The Secretary shall cause to be kept minutes of the meetings of the Council and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each the Chair, the Members and other interested parties upon request. The audio recording of all meetings will be posted on the SMC OES Website.

The written minutes shall consist of a summary of the information provided to and any actions taken by the Authority.

### **3.07 Voting.**

All voting power of the Authority shall reside in the Council. Each Member shall have one vote. An alternate member may participate and vote in the proceedings of the Authority only in the absence of that alternate's member. No absentee ballot or proxy is permitted.

### **3.08 Quorum; Required Votes; Approvals.**

A majority of the Members (shall be one more than half) shall constitute a quorum of the Council for the transaction of business. The affirmative votes of a quorum of the Members shall be required to take any action by the Authority.

## **Article IV – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES**

### **4.01 Participating Partners.**

In order to ensure cooperative emergency planning and response, the following may be invited to attend, as non-voting members, all regular and special meetings of the Area Emergency Services Council, participate in the development of plans and training programs, and otherwise assist in supporting the implementation of this agreement:

- a) A representative of the American Red Cross to be appointed by the Chair with the approval of the Council.
- b) One representative each from the San Mateo County Fire Chiefs Association and the San Mateo County Police Chiefs Association as may be appointed by the Chair with approval of the Council.
- c) One representative for Water Districts as may be appointed by the Chair with approval of the Council.
- d) One representative for Sanitary Districts as may be appointed by the Chair with approval of the Council.
- e) One representative for Harbor District as may be appointed by the Chair with approval of the Council.
- f) One representative for the Port Authority as may be appointed by the Chair with approval of the Council.
- g) One representative for Transit District as may be appointed by the Chair with approval of the Council.
- h) One representative for Pacific, Gas and Electric Company as may be appointed by the Chair with approval of the Council.
- i) One representative for the Office of Education as may be appointed by the Chair with approval of the Council.
- j) One representative for the Hospital Consortium as may be appointed by the Chair with approval of the Council.
- k) One representative for the EMS Agency as may be appointed by the Chair with approval of the Council.
- l) One representative for the San Mateo Emergency Managers Association as may be appointed by the Chair with approval of the Council.

Should other interested parties be identified for participation, the Authority shall consider a written request for participation and may be appointed by the Chair with approval of the Council.

### **4.02 Treasurer.**

The Treasurer and Tax Collector of the County of San Mateo shall be the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Joint Exercise of Powers Act. There shall be a strict accountability of all funds and report of all receipts and disbursements.

### **4.03 Auditor.**

The Controller of the County of San Mateo shall be the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Joint Exercise of Powers Act and generally accepted auditing standards.

#### **4.04 Legal Counsel.**

The San Mateo County Counsel shall be the legal counsel for the Authority. To the extent permitted by the Joint Exercise of Powers Act, the Authority may change, by resolution, the Legal Counsel of the Authority.

#### **4.05 Secretary to the Authority.**

The San Mateo County Office of Emergency Services shall provide a Secretary and administrative support to the Authority.

#### **4.06 Other Employees.**

The Authority shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement. Those Officers of the Authority who have charge of, handle or have access to any property of the entity shall be designated by the Authority and shall file a bond in an amount to be fixed by the contracting parties.

#### **4.07 Administrative Committee.**

The Authority shall establish the Administrative Committee.

- a) The Administrative Committee shall consist of the County Manager, 4 City Manager/Administrators selected from among the city managers and city administrators of the participating cities, and a Board Member of the San Mateo County Emergency Management Association.
- b) The Administrative Committee shall be representative of the identified Zones within the County, to include North, Central, South and County. All participants shall be identified at the beginning of each fiscal year. (June meeting)
- c) The Director of Emergency Services, as herein after established, who shall act as the Secretary, ex-officio.

The Administrative Committee reviews and makes recommendations to the Area Emergency Services Council on budgets, projects, work plans, training and exercise, collaborative planning efforts, and other policy issues that come before the Council.

#### **4.08 Director of Emergency Services.**

The Sheriff or his/her designee shall be the Director of Emergency Services. The Director will be responsible for the on-going operation and administration of the Area Office of Emergency Services including:

- a) Emergency Response- coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Plans and Operations- preparation, development, coordination, and integration of compatible and complimentary unified area wide emergency plans for approval by the State of California and adoption by the Council.
- c) Communications- coordination, development and maintenance of an area-wide emergency communications service, including public alert and warning, and other situational awareness tools.
- d) Public Education and Information- coordination and support of an area-wide public education and information program.
- e) Training and Exercise- coordination and assistance in the training and exercising of all County employees identified as Disaster Service Workers, as defined by Sect. 3100CGC and volunteers. The member cities will be responsible for the training and exercise of their identified employees; however OES will provide needed support as requested.
- f) Grant Program Administration- coordination and assistance with designated emergency coordinators within the Operational Area in the securing and distribution of grant funds for regional emergency management initiatives and program support.

- g) General Administration- coordination and assistance in the procurement and inventory of emergency equipment, management of, maintenance and distribution of area-wide inventories of vital supplies and equipment.

The Director of Emergency Services shall be furnished with staff as is necessary, and authorized by the Council, to carry out the identified duties. The Director of Emergency Services is not the EOC Director unless the circumstances dictate so.

The Area Emergency Services Staff shall be civil service employees of the County of San Mateo and shall be appointed by the Sheriff. Necessary personnel, administrative, fiscal and logistic support shall be furnished by the County subject to reimbursement by the Emergency Services Council.

## **Article V – MUTUAL RESPONSIBILITIES**

**5.01 Emergency Preparedness and Planning Standards-** The county and cities shall each accept primary responsibility for the readiness within their respective jurisdictions and development of disaster preparedness plans which shall be compatible with and complimentary to the area-wide emergency planning and organization, formulated pursuant to this agreement. As such, the following common preparedness responsibilities and basic measurement standards to insure a comparable level of readiness among all of the jurisdictions has been developed to include:

- a) Adopt an Emergency Operations Plan and Annexes, review and update no less than every three years
- b) Have a Local Hazard Mitigation Plan, internally reviewed annually and provide updates as required, and approved by FEMA. (Currently no less than every five years)
- c) Participate in the Op Area Multi-Year Training/Exercise Planning
- d) Use NIMCAST to report Readiness (a self-assessment tool from Homeland Security)
- e) Adopt use of the Homeland Security Exercise and Evaluation Program
- f) Participate in Meetings and activities including the Emergency Managers Association
- g) Participate in Training and Exercises
- h) Prepare and maintain necessary plans and agreements to facilitate emergency sheltering

Each member of the Council shall report on the Standards annually at the September meeting to ensure all efforts towards compliance are being made.

**5.02 Training and Exercise-** A Training and Exercise Plan is a means to establishing a standard of readiness and initiates a basic knowledge and capability skill set. Full participation by JPA Member Emergency Managers and other Op Area stakeholders is important to developing a multi-year training program. An annual planning workshop is facilitated to put the plan together and accommodates the needs of the stakeholders. Full commitment and participation by the JPA Member Agencies and participating partners will also be expected in the annual exercise, in some capacity, to ensure the preparedness level of our Operation Area. Further, Members agree to support the NIMS compliance of each of their jurisdictions.

**5.03-Local Coordinator Responsibilities-** As all Members have joined this Authority with a commitment to engage in local and regional cooperative planning, coordination and delivery of services. Each jurisdiction will provide local support of the emergency management effort through staff with primary or secondary responsibilities that will include but are not limited to the following:

- a) Management/Coordination of the Local Emergency Operations Center (EOC) – (functional and support services)
- b) Provide liaison support to the Emergency Operations Center (EOC) Director or his/her designee in emergency or disaster situations.

- c) Participate with a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- d) Training various department personnel to establish and operate a department Operating Center (D.O.C.)
- e) Oversee the preparation and prepare and modify elements of the local Emergency Operations Plan and Disaster Recovery Plan to ensure compatibility with the Operational Area Emergency Operations Plan and Annexes.
- f) Develop relationships with representatives of local departments, public and private support and relief agencies, business, educational, homeowners' and other groups regarding emergency services; prepare specialized plans designed to meet the needs of various sections of the community.
- g) Prepare and disseminate training materials to ensure effective response in a disaster situation;
- h) Develop, train and maintain a Community Emergency Response Team (CERT) system
- i) Develop relationships with representatives of state and federal agencies; review legislation, regulations and other documentation to ensure that the City is in compliance with such regulations and avails itself of all financial and other resources.
- j) Respond to the Emergency Operations Center when it is activated; ensures that appropriate documents are available at the center and provides liaison and coordinative support as required.

**5.04 Operational Area Coordinator Responsibilities-** In addition to the roles and responsibilities identified in Section 4.08, The Director of Emergency Services will provide staff in direct support of the Local Coordinators. These Operational Area Coordinators are not intended to replace local staff as they do not have the required authority within local jurisdictions to operate as the primary coordinators. They will however provide the following services which include but are not limited to:

- a) Develop, review and update emergency operations plans.
- b) Develop, review and update detailed standard operating procedures, checklists and resource documents.
- c) Compile data and prepare program papers and progress reports for the jurisdictions served.
- d) Compile and review jurisdictional data in support of the annual Standards Review.
- e) Support a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- f) Act as information, education and/or resource officer for the jurisdictions served.
- g) Speak to civic groups, clubs, and organizations to promote emergency services programs encouraging public understanding and support.
- h) Work cooperatively with other office staff on area-wide projects and in training programs.

**5.05 Supplemental Operations Support –** In an effort to provide advanced training and to support emergency mutual aid during localized disasters/events, the Director of Emergency Services (Director) will pilot an Emergency Management Support Team (EMST). The desired end state of the EMST is to have a group of trained individuals who can support, not supplant or replace, local city/county EOC staff during isolated incidents. The recruitment, training and exercise schedule for EMST will be determined by the Director. Participation in and support of the EMST is completely voluntary by the Members; however, only those Members who participate in the EMST to the satisfaction of the Director will be entitled to receive no-cost support of the EMST upon request. In general, the number of participants on the EMST from Members will be based on population as follows:

Member population	Member staff on EMST
Under 25,000	1-2
25,000-100,000	2-3
100,000-250,000	3-5

Participation in the EMST does not guarantee a Member agency support during an incident; the Director will be responsible for evaluating the size/complexity of the incident and determining whether or not EMST members will be deployed.

## **Article VI – BUDGET and COST-SHARING**

In consideration of the mutual promises herein contained it is hereby agreed that the cost of maintaining the Area Emergency Services Organization will be shared as described below.

- a) From the total amount of the annual budget there shall be deducted estimated revenue from federal “matching funds”, state grants, and other service revenues.
- b) The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:
  1. The county shall pay 50% of the remaining balance.
  2. The cities shall pay the remaining 50% of the balance, apportioned in accordance with the following formula:
    - i. One half of said 50% to be apportioned by people units or population.
      - a) Total population of all member cities divided into one-half of the total of the cities share of the budget equals a factor in cents.
      - b) Population of each member city times the factor in cents equals the share for each city.
    - ii. The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:
      - a) Total assessed value of real and personal property in all member cities divided into one-half of the total of the cities share of the budget equals a factor in mils
      - b) Assessed value of real and personal property of each member city times the factor in mils equals the share for each city
- c) For the purpose of this agreement the total assessed valuation of real and personal property in all contracting cities shall be the most recent such total maintained by the offices of the County Assessor.
- d) The figures used for population in each city shall be determined by a method and from a source that is mutually acceptable to the majority of members.
- e) It is understood and agreed that the financial obligations incurred by the county and the member cities under the provisions of this agreement will be incurred annually, subject to the limitation that the county and cities are financially able to make funds available.
- f) If the members representing 25% or more of the county’s population do not approve the budget in any fiscal year, the proposed budget will be referred back to the Area Emergency Services Coordinator and the Administrative Committee for revision and recommendation. If no resolution can be reached by the committee, the members may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any member shall be financially responsible for that portion of the budget unilaterally adopted. Any member which does not meet its financial commitment under an adopted budget will lose its voting status and such other privileges of membership as the Council shall determine.

## **Article VII - INSURANCE**

- a) The County shall add the Emergency Services Organization to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the agreement. Unless the Area Emergency Services Council decides otherwise, County shall provide for the defense of any claims or litigation within the \$250,000 self-insured retention. Legal representation by the County will ordinarily be provided by the County Counsel.
- b) Any out of pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County's \$250,000 self-insured retention shall be shared by the parties in accordance with the formula as described in Article VI (b).

## **Article VIII - EFFECTIVENESS**

This agreement shall be effective upon its execution by all member cities and the Board of Supervisors. It is effective as to new members upon adoption and approval by the Area Emergency Services Council and by the new member's legislative body. This agreement shall continue in effect until terminated as provided herein.

## **Article IX - WITHDRAWAL AND TERMINATION**

### **9.01 Withdrawal by Members.**

- a) This agreement may be terminated as to any of the parties by written notice given by such party to all other parties which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.
- b) Any former or prospective member may enter or re-enter the organization by petition to the Area Emergency Services Council by its governing body, and majority approval of the petition by the Area Emergency Services Council. Upon approval, the new member must agree in writing to all terms of this agreement.
- c) Should a jurisdiction withdraw after the start of a fiscal year, they will be responsible for the contribution as per the formula and no refund will be owed.
- d) Should a member give required notice, the contribution of that city funding will be divided equally by formula among the remaining cities.

### **9.02 Termination of Authority and Disposition of Authority Assets.**

This agreement shall terminate effective upon a vote of the Area Emergency Services Council by the County and by at least eleven (11) cities representing the majority of the population of the County. Upon termination of this agreement, title to all property acquired by the Area Emergency Services Organization or with any funds of the Area Emergency Services Organization shall remain with the County for use on a county wide basis. Surplus funds will be returned to each party in proportion to the contribution made.

## **Article X - MISCELLANEOUS PROVISIONS**

### **10.01 Notices.**

It shall be the responsibility of the Director of Emergency Services or his/her designee to ensure all notices are provided to members and posted in compliance with the legal requirements of the JPA.

### **10.02 Amendment.**

This Document will be reviewed for content no less than every five years.



**10.03 Severability.**

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**10.04 Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

**10.05 Assignment.**

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Authority.

**10.06 Governing Law.**

This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply. Venue for any litigation under this Agreement shall be in the County of San Mateo.

**10.07 Headings.**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

**10.08 Counterparts.**

This Agreement may be executed in counterparts.

**10.09 No Third Party Beneficiaries.**

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

**10.10 Filing of Notice of Agreement.**

Within 30 days after the Effective Date, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act. Within 30 days after any amendment to this Agreement, the Secretary shall file the amendment with the Secretary of State.

**10.11 Conflict of Interest Code.**

The Authority shall adopt a conflict of interest code as required by law.

**10.12 Indemnification.**

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.

Each Member shall defend, indemnify and hold harmless the other Members (and their officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees), arising from or as a result of any acts, errors or omissions of that party or its officers, agents or employees.

**10.13 Dispute Resolution/Legal Proceedings.**

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

**10.14 Confirmation of Jurisdictional Authority.**

By signing this Agreement, the participating partners retain all authority granted to them by the State and/or their respective Charters. The powers and/or authority granted pursuant to this Agreement shall in no way serve to limit or restrict an individual partner's jurisdictional authority.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
Burlingame		
Colma		
Daly City		
East Palo Alto		
Foster City		
Half Moon Bay		
Hillsborough		
Menlo Park		
Millbrae		
Pacifica		
Portola Valley		
Redwood City		
San Bruno		
San Carlos		
San Mateo		
South San Francisco		
Woodside		
County of San Mateo		